

## OMNIBUS MEMBERSHIP INTEREST CONTRIBUTION AGREEMENT

THIS OMNIBUS MEMBERSHIP INTEREST CONTRIBUTION AGREEMENT (this “**Agreement**”) is executed as of \_\_\_\_\_, 2022 to be effective as of the Effective Date (as defined below) by and between Global Growth Holdings, Inc. (“**GGHI**”) and NHC Holdings, LLC (“**NHC**”).

### RECITALS

WHEREAS, GGHI holds 100% of the common membership interests of each of those limited liability companies set forth on **Schedule I** attached hereto (each, a “**Company**” and collectively, the “**Companies**”); and

WHEREAS, GGHI desires to contribute to NHC and NHC desires to receive from GGHI certain common membership interests in each of the Companies (the “**Contributed Interests**”) pursuant to the terms and conditions set forth in this Agreement.

### SECTION 1. CONTRIBUTION OF CONTRIBUTED INTERESTS.

(a) **Contribution.** Effective automatically as of the Effective Date, GGHI hereby contributes to NHC, and NHC hereby accepts and acquires from GGHI, GGHI’s equity and ownership interests of each of the Companies, such that the Companies become subsidiaries, either directly or indirectly, of NHC.

(b) **Consideration.** Effective automatically as of the Effective Date, NHC hereby agrees to be bound as a member under the Operating Agreement of each Company.

(c) **Disclaimer of Representation and Warranties.** THE CONTRIBUTED INTERESTS ARE BEING CONTRIBUTED TO NHC ON AN AS IS, WHERE IS BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, AND GGHI HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTRIBUTED INTERESTS AND THE COMPANIES.

(d) **Effective Date.** This Agreement shall not be effective until the occurrence of the “**Effective Date**” of that certain Operating Agreement of NHC Holdings, LLC, a North Carolina limited liability company, executed as of the execution date hereof, by and between NHC and GGHI.

### SECTION 2. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement and the rights and obligations hereunder may not be assigned by a party hereto without the written consent of the other party hereto.

(b) The terms of this Agreement may not be amended or modified except by the written agreement of the parties hereto.

(c) This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties with respect to this transaction.

(d) This Agreement shall be governed by, and construed in accordance with, the laws

of the State of North Carolina, as such laws are applied to contracts entered into and performed in such State.

(e) This Agreement may be executed by facsimile in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**Global Growth Holdings, Inc.**

By: \_\_\_\_\_  
Justin Holbrook, CEO

**NHC Holdings, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Schedule I**  
**COMPANIES OWNED DIRECTLY BY GGHI CONTRIBUTED TO NHC**

CV Holdings, LLC  
Century Vision Global, LLC  
CapLOC Holdings, LLC  
CCM Holdings, LLC  
Certitrek Group, LLC  
Damovo Financial Services, LLC  
Dental Management Holdings, LLC  
ELP Holdings, LLC  
Flagship Holdings, LLC  
Finanzen Holdings, LLC  
GBC Holdings, LLC  
GC Holdings, LLC  
MedAttend, LLC  
MedClaims Holdings, LLC  
NEBB Holdings, LLC  
NEC Holdings, LLC  
NHA Holdings, LLC  
Pelton Holdings, LLC  
TAC Holdings, LLC  
The River Source Solution Holdings Company, LLC  
SIC US Holdings, LLC